



gas and oil owner, coal owner, or mineral owner and/or potential owner, i.e., person identified by Applicant as having ("Owner") or claiming ("Claimant") the rights to Coalbed Methane Gas in all Pennsylvania-aged coals from the top of the Raven, including all splits to the top of the green and red shales including, but not limited to Jawbone, Greasy Creek, C-Seam, War Creek, Beckley, Lower Horspen, X-Seam, Poco No. 5R, Poco No. 4, Poco No. 3, and any other unnamed coal seams, coalbeds and rock strata associated with the Nora Coalbed Gas Field (hereafter "Subject Formations") in the Subject Drilling Unit underlying and comprised of Subject Lands; (2) has given notice to those parties so identified (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships, associations, companies, businesses, trusts, joint ventures or other legal entities) entitled by Va. Code §§ 45.1-361.19 and 45.1-361.22, to notice of the application filed herein; and (3) that the persons set forth in Exhibit B hereto have been identified by Applicant as persons who may be Owners or Claimants of Coalbed Methane Gas interests in Subject Formations in the Subject Drilling Unit, underlying and comprised of Subject Lands. Further, the Board has caused notice of this hearing to be published as required by Va. Code § 45.1-361.19.B. Whereupon, the Board hereby finds that the notices given herein satisfy all statutory requirements, Board rule requirements and the minimum standards of state due process.

4. Amendments: Exhibit B.

5. Dismissals: None.

6. Relief Requested: Applicant requests that pursuant to Va. Code § 45.1-361.22, including the applicable portions of § 45.1-361.21, the Board pool the rights, interests and estates in and to the Gas in the Subject Drilling Unit, including those of the Applicant and of the known and unknown persons named in Exhibit B hereto and that of their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling and operation, including production, of Coalbed Methane Gas produced from the Subject Drilling Unit established for the Subject Formations underlying and comprised of the Subject Lands, (hereafter sometimes collectively identified and referred to as "well development and/or operation in the Subject Drilling Unit"); and, (3) that the Board designate Equitable Production Company as the Unit Operator.

7. Relief Granted: The requested relief in this cause be and hereby is granted and: (1) pursuant to Va. Code § 45.1-361.21.C.3, Equitable Production Company (hereafter "Unit Operator" or "Operator") is designated as the Unit Operator authorized to drill and operate the Well in Subject Drilling Unit, subject to the permit provisions contained in Va. Code § 45.1-361.27, et seq.; to §§ 4 VAC 25-150 et seq., Gas and Oil Regulations; to § 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations and to the Nora Coal Bed Gas Field Rules established by the Oil and Gas Conservation Board's Order entered March 26, 1989; all as amended from time to time; and (2) all the interests and estates in and to the Gas in Subject Drilling Unit, including those of the Applicant and of the known and unknown persons listed on Exhibit B, attached hereto and made a part hereof, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and

remote, leased or unleased, be and hereby are pooled in the Subject Formations in the Subject Drilling Unit underlying and comprised of the Subject Lands.

<u>Subject Formation</u>	<u>Unit Size</u>	<u>Permitted Well Location</u>	<u>Field and Well Classification</u>	<u>Order Number</u>
All Pennsylvanian aged coals from the top of the Raven including all splits to the top of the Green and red shales, including, but not limited to Jawbone, Greasy Creek, C-Seam, War Creek, Beckley, Lower Horsepen, X-Seam, Poco No. 5R, Poco No. 4, Poco No. 3, and any other unnamed coal seams, coalbeds, and rock strata, associated with the Nora Coalbed Gas Field. (Multiple Completion)	Approximately 58.77-acre, square drilling unit.	Well VC-1853 (herein "Well") to be located as depicted on Exhibit A Depth: Approximately 2,156 feet.	Nora Coal Bed Gas Field	OGCB Order for the Nora Coal Bed Gas Field entered March 26, 1989, as amended. subject to Unit Operator obtaining a well location exception from the Director of the Division of Gas and Oil.

For the Subject Drilling Unit  
underlying and comprised of the Subject  
Land Served by Well No. VC-1853

Russell County, Virginia

8. Election and Election Period: In the event any Gas Owner or Claimant named in Exhibit B has not reached a voluntary agreement to share in the operation of the Well to be located in Subject Drilling Unit at a rate of

payment mutually agreed to by said Gas Owner or Claimant and the Unit Operator, then such person may elect one of the options set forth in Paragraph 9 below and must give written notice of his election of the option selected under Paragraph 9 herein to the Unit Operator at the address shown below within thirty (30) days from the date this Order is recorded in the county above named. A timely election shall be deemed to have been made if, on or before the last day of said 30-day period, such electing person has delivered his written election to the Unit Operator at the address shown below or has duly postmarked and placed his written election in first class United States mail, postage prepaid, addressed to the Unit Operator at the address shown below.

9. Election Options:

- 9.1 Option 1 - To Participate In The Development and Operation of the Drilling Unit: Any Gas Owner or Claimant named in Exhibit B who has not reached a voluntary agreement with the Unit Operator may elect to participate in the Well development and operation in the Subject Drilling Unit (hereafter "Participating Operator") by agreeing to pay the estimate of such Participating Operator's proportionate part of the actual and reasonable costs, including a reasonable supervision fee, of the Well development and operation in the Subject Drilling Unit, as more particularly set forth in Virginia Gas and Oil Board Regulation 4 VAC 25-160-100 (herein "Completed for Production Costs"). Further, a Participating Operator agrees to pay the estimate of such Participating Operator's proportionate part of the Estimated, Completed-for-Production Costs as set forth below to the Unit Operator within forty-five (45) days from the later of the date of mailing or the date of recording of this Order. The estimated Completed-for-Production Costs for the Subject Drilling Unit are as follows:

Estimated, Completed-for-Production Costs (Multiple Completion):

\$171,460.00

A Participating Operator's proportionate cost hereunder shall be the result obtained by multiplying the Participating Operator's "Interest within Unit" as set forth in the fourth column of Exhibit B times the Estimated Completed-for-Production Costs set forth above. Provided, however, that in the event a Participating Operator elects to participate and fails or refuses to pay the estimate of his proportionate part of the Estimated, Completed-for-Production Costs as set forth above, all within the time set forth herein and in the manner prescribed in Paragraph 8 of this Order, then such Participating Operator shall be deemed to have elected not to participate and to have elected compensation in lieu of participation pursuant to Paragraph 9.2 herein.

- 9.2 Option 2 - To Receive A Cash Bonus Consideration: In lieu of participating in the Well development and operation in Subject Drilling Unit under Paragraph 9.1 above, any Gas Owner or Claimant

named in Exhibit B hereto who has not reached a voluntary agreement with the Unit Operator may elect to accept a cash bonus consideration of \$5.00 per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent (12.5%)] of the net proceeds received by the Unit Operator for the sale of the Gas produced from any Well development and operation covered by this Order multiplied by that person's Interest Within Unit as set forth in the fourth column of Exhibit B [for purposes of this Order, net proceeds shall be actual proceeds received less post-production costs incurred downstream of the wellhead, including, but not limited to, gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person] as fair, reasonable and equitable compensation to be paid to said Gas Owner or Claimant. The initial cash bonus shall become due and owing when so elected and shall be tendered, paid or escrowed within one hundred twenty (120) days of recording of this Order. Thereafter, annual cash bonuses, if any, shall become due and owing on each anniversary of the date of recording of this order in the event production from Subject Drilling Unit has not theretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash bonus and the annual cash bonuses, if any, are so paid or escrowed, said payment(s) shall be satisfaction in full for the right, interests, and claims of such electing person in and to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

Subject to a final legal determination of ownership, the election made under this Paragraph 9.2, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any Well development and operation covered hereby and such electing person shall be deemed to and hereby does lease and assign its right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Unit Operator.

- 9.3. Option 3 - To Share In The Development And Operation As A Non-Participating Person On A Carried Basis And To Receive Consideration In Lieu Of Cash: In lieu of participating in the Well development and operation of Subject Drilling Unit under Paragraph 9.1 above and in lieu of receiving a cash bonus consideration under Paragraph 9.2 above, any Gas Owner or Claimant named in Exhibit B who has not reached a voluntary agreement with the Unit Operator may elect to share in the well development and operation in Subject Drilling Unit on a carried basis (as a "Carried Well Operator") so that the proportionate part of the Completed-for-Production Costs hereby allocable to such Carried Well Operator's interest is charged against such Carried Well Operator's share of production from Subject Drilling Unit. Such

Carried Well Operator's rights, interests, and claims in and to the Gas in Subject Drilling Unit shall be deemed and hereby are assigned to the Unit Operator until the proceeds from the sale of such Carried Well Operator's share of production from Subject Drilling Unit (exclusive of any royalty, excess or overriding royalty, or other non-operating or non cost-bearing burden reserved in any lease, assignment thereof or agreement relating thereto covering such interest) equals three hundred percent (300%) for a leased interest or two hundred percent (200%) for an unleased interest (whichever is applicable) of such Carried Well Operator's share of the Completed-for-Production Costs allocable to the interest of such Carried Well Operator. When the Unit Operator recoups and recovers from such Carried Well Operator's assigned interest the amounts provided for above, then, the assigned interest of such Carried Well Operator shall automatically revert back to such Carried Well Operator, and from and after such reversion, such Carried Well Operator shall be treated as if it had participated initially under Paragraph 9.1 above; and thereafter, such participating person shall be charged with and shall pay his proportionate part of all further costs of such well development and operation.

The election made under this Paragraph 9.3, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any Well development and operation covered hereby and such electing person shall be deemed to have and hereby does assign his right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Unit Operator for the period of time during which his interest is carried as above provided prior to its reversion back to such electing person.

10. Failure to Properly Elect: In the event any Gas Owner or Claimant named in Exhibit B hereto has not reached a voluntary agreement with the Unit Operator and fails to elect within the time, in the manner, and in accordance with the terms of this Order one of the alternatives set forth in Paragraph 9 above for which his interest qualifies, then such person shall be deemed to have elected not to participate in the proposed Well development and operation in Subject Drilling Unit and shall be deemed, subject to any final legal determination of ownership, to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which its interest qualifies, and shall be deemed to have leased and/or assigned his right, interests, and claims in and to said Gas produced from Subject Formation in Subject Drilling Unit to the Unit Operator. Persons who fail to properly elect shall be deemed to have accepted the compensation and terms set forth herein at Paragraph 9.2 in satisfaction in full for the right, interests, and claims of such person in and to the Gas produced from Subject Formation underlying Subject Lands.

11. Default By Participating Person: In the event a person named in Exhibit B elects to participate under Paragraph 9.1, but fails or refuses to

pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the Estimated, Completed-for-Production costs as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate and shall be deemed to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any cash bonus consideration due as a result of such deemed election shall be tendered, paid or escrowed by Unit Operator within one hundred twenty (120) days after the last day on which such defaulting person under this Order should have paid his proportionate part of such cost or should have made satisfactory arrangements for the payment thereof. When such cash bonus consideration is paid or escrowed, it shall be satisfaction in full for the right, interests, and claims of such person in and to the Gas underlying Subject Drilling Unit in the Subject Lands covered hereby, except, however, for any 1/8th royalties which would become due pursuant to Paragraph 9.2 hereof.

12. Assignment of Interest: In the event a person named in Exhibit B is unable to reach a voluntary agreement to share in the Well development and operation in Subject Drilling Unit at a rate of payment agreed to mutually by said Gas Owner or Claimant and the Unit Operator, and said person elects or fails to elect to do other than participate under Paragraph 9.1 above in the Well development and operation in Subject Drilling Unit, then such person shall be deemed to have and shall have assigned unto Unit Operator such person's right, interests, and claims in and to said Well, in Subject Formations in Subject Drilling Unit, and other share in and to Gas production to which such person may be entitled by reason of any election or deemed election hereunder in accordance with the provisions of this Order governing said elections.

13. Unit Operator (or Operator): Equitable Production Company be and hereby is designated as Unit Operator authorized to drill and operate Well No. VC-1853 in Subject Formations in Subject Drilling Unit, all subject to the permit provisions contained in Va. Code §§ 45.1-361.27 et seq.; §§ 4 VAC 25-150 et seq., Gas and Oil Regulations; §§ 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations; Oil and Gas Conservation Board ("OGCB") Order establishing the Nora Coal Bed Gas Field Rules entered March 26, 1989; all as amended from time to time, and all elections required by this Order shall be communicated to Unit Operator in writing at the address shown below:

Equitable Production Company  
East Region  
1710 Pennsylvania Avenue  
Charleston, WV 25302  
Phone: (304) 343-9566  
Fax: (304) 343-7133  
Attn: Melanie Freeman

14. Commencement of Operations: Unit Operator shall commence or cause to commence operations for the drilling of the Well within seven hundred and thirty (730) days from the date of this Order and shall prosecute the same with due diligence. If Unit Operator shall not have so commenced and/or prosecuted, then this Order shall terminate, except for any cash sums becoming payable hereunder; otherwise, unless sooner terminated by Order of the Board, this Order shall expire at 12:00 P.M. on the date on which the Well is permanently abandoned and plugged. However, in the event an appeal is taken from this Order, then the time between the filing of the Petition for Appeal and the final Order of the Circuit Court shall be excluded in calculating the two year period referenced herein.

15. Operator's Lien: Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the Gas estates, rights, and interests owned by any person subject hereto who elects to participate under Paragraph 9.1 in the Subject Drilling Unit to the extent that costs incurred in the drilling or operation on the Subject Drilling Unit are a charge against such person's interest. Such liens and right of set off shall be separable as to each separate person and shall remain liens until the Unit Operator drilling or operating the Well has been paid the full amounts due under the terms of this Order.

16. Escrow Provisions:

16.1 Escrow Account: The Unit Operator has represented to the Board, as reflected in Exhibit B hereto, that: (1) there are unknown and/or unlocatable Owners/Claimants within Tract 2 of Subject Drilling Unit whose entitlements are subject to the escrow provisions of Paragraph 16.2 below, but that (2) there are no conflicting Owners/Claimants in Subject Drilling Unit whose entitlements are subject to the escrow requirements of Paragraph 16.3 below. Therefore, by this Order, the Board instructs the Escrow Agent named herein or any successor named by the Board to establish an interest-bearing escrow account for Tract 2 of Subject Drilling Unit (herein "the Escrow Account") to receive and account to the Board pursuant to its agreement for the escrowed funds described in Paragraph 16.2 below:

First Union National Bank  
Corporate Trust PA1328  
123 South Broad Street  
Philadelphia, PA 19109-1199  
Telephone: (215) 985-3485 or (800) 665-9359  
Attention: Don Ballinghoff

16.2. Escrow Provisions For Unknown or Unlocatable Persons: If any payment of bonus, royalty payment or other payment due and owing pursuant to Va. Code §§ 45.1-361.21 or 45.1-361.22 cannot be made because the person entitled thereto cannot be located or is unknown, then such cash bonus, royalty payment, or other payment shall not be commingled with any funds of the Unit Operator and shall, pursuant to Va. Code § 45.1-361.21.D, said sums shall be deposited by the Operator into the Escrow Account, commencing within one hundred twenty (120) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made, by use of a report



format approved by the Inspector, by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board in accordance with Va. Code § 45.1-361.21.D.

16.3. Escrow Provisions for Conflicting Claimants: If any payment of bonus, royalty payment or other payment due and owing pursuant to Va. Code § 45.1-361.22 cannot be made because the person entitled thereto cannot be made certain due to conflicting claims of ownership and/or a defect or cloud on the title, then such cash bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment, together with Participating Operator's Proportionate Costs paid to Operator pursuant to Paragraph 9.1, if any, (1) shall not be commingled with any funds of the Unit Operator; and (2) shall, pursuant to Va. Code §§ 45.1-361.22.A.2, 45.1-361.22.A.3 and 45.1-361.22.A.4, be deposited by the Operator into the Escrow Account, commencing within one hundred twenty (120) days of the recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made, by use of a report format approved by the Inspector, by a date which is no later than sixty (60) days after the last day of each month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of, the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board.

17. Special Findings: The Board specifically and specially finds:

- 17.1 Applicant is a West Virginia corporation, duly authorized and qualified to transact business in the Commonwealth of Virginia;
- 17.2 Applicant claims ownership of oil and gas and coalbed methane gas leasehold estates representing 99.032787 percent of the gas estate, and 100.00 percent of the coal estate with the Subject Drilling Unit;
- 17.3 Applicant is an operator in the Commonwealth of Virginia and has satisfied the Board's requirements for operations in Virginia;
- 17.4 Applicant has proposed the drilling of one (1) well, Well No. VC-1853 to a depth of 2,156 feet, on the Subject Drilling Unit to develop the Gas in Subject Formations;
- 17.5 Set forth in Exhibit B is the name and last know address of each person identified by the Applicant as having or claiming an interest in the Coalbed Methane Gas in the Subject Drilling Unit underlying and comprised of Subject Lands, including those Gas Owners or Claimants within Tract 2 who have not in writing, leased to the Applicant or agreed to voluntarily pool their Gas interest in Subject Drilling Unit for its development. The Gas Owners or Claimants within Tract 2 of Subject Drilling Unit who have not

reached a voluntary agreement to share in the operation of the well represent 0.967213 percent of the gas and oil estate and 0.00 percent of the coal estate in Subject Drilling Unit;

- 17.6 The estimated production over the life of the proposed well is 400 million cubic feet;
- 17.7 Applicant's evidence established that the fair, reasonable and equitable compensation to be paid to any person in lieu of the right to participate in any well covered hereby are those options provided in paragraph 9 above;
- 17.8 Applicant has applied for a well work permit from the Department of Mines, Minerals and Energy for Well VC-1853 which also requests the granting of a location exception by the Virginia Gas and Oil Inspector to allow the well to be drilled at the location depicted on Exhibit A;
- 17.9 The relief requested and granted is just and reasonable, is supported by substantial evidence and will afford each person in the Subject Drilling Unit the opportunity to recover or receive, without unnecessary expense, each person's just and fair share of the production of the Gas from Subject Drilling Unit. The granting of the Application and relief requested therein will ensure to the extent possible the greatest ultimate recovery of Gas, prevent or assist in preventing the various types of waste prohibited by statute, and protect or assist in protecting the correlative rights of all persons in the subject common sources of supply in the Subject Lands. Therefore, the Board is entering an Order granting the relief herein set forth.

18. Mailing Of Order And Filing Of Affidavit: Applicant or its Attorney shall file an affidavit with the Secretary of the Board within sixty (60) days after the date of receipt of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of receipt of this Order to each person pooled by this Order whose address is known.

19. Availability of Unit Records: The Director shall provide all persons not subject to a lease with reasonable access to all records for Subject Drilling Unit which are submitted by the Unit Operator to said Director and/or his Inspector(s).

20. Conclusion: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and IT IS SO ORDERED.


21. Appeals: Appeals of this Order are governed by the provisions of Va. Code § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court.

22. Effective Date: This Order shall be effective on the date of its execution.

DONE AND EXECUTED this 23<sup>rd</sup> day of ~~August~~ August, 2000, by a majority of the Virginia Gas and Oil Board.


  
Chairman, Benny R. Wampler

DONE AND PERFORMED this 7<sup>th</sup> day of ~~August~~ September, 2000, by Order of this Board.

  
B. R. Wilson  
Principal Executive To The Staff  
Virginia Gas and Oil Board

STATE OF VIRGINIA       )  
COUNTY OF WISE        )

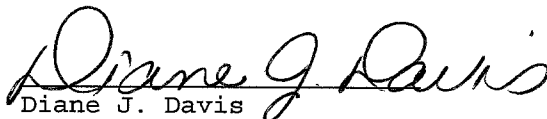
Acknowledged on this 23<sup>rd</sup> day of August, 2000, personally before me a notary public in and for the Commonwealth of Virginia, appeared Benny Wampler, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

  
Susan G. Garrett  
Notary Public

My commission expires July 31, 2002

STATE OF VIRGINIA       )  
COUNTY OF WASHINGTON    )

Acknowledged on this 7<sup>th</sup> day of September, 2000, personally before me a notary public in and for the Commonwealth of Virginia, appeared B. R. Wilson, being duly sworn did depose and say that he is Principal Executive to the Staff of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

  
Diane J. Davis  
Notary Public

My commission expires September 30, 2001

Latitude  
BOOK37° 02' 30"  
514 PAGE

107

Lease No. 241490 / T-430

S. J. Tiller

164.31 Acres

Clinchfield Coal Company /

Pyxis Resources Company - coal

Pine Mountain Oil &amp; Gas, Inc. - oil &amp; gas

Gas 2.13 Ac. 3.63%

Tract 3 ✓

Lease No. 241640 / T2-177

E. L. Kiser

46.00 Acres

Clinchfield Coal Company /

Pyxis Resources Company - coal

Pine Mountain Oil &amp; Gas, Inc. - oil &amp; gas

Gas 1.70 Ac. 2.89%

Tract 4

Lease No. 243912L

G. W. Kiser Heirs - oil &amp; gas

111 Acres

Lease No. 241640L / T2-177

Clinchfield Coal Company /

Pyxis Resources Company -

surface &amp; coal

Gas 47.76 Ac. 81.27%

Tract 1 ✓

Lease No. 241490 / T-483

Robert Rasnake

519.46 Acres

Clinchfield Coal Company /

Pyxis Resources Company -

surface &amp; coal

Pine Mountain Oil &amp; Gas, Inc. - oil &amp; gas

Gas 5.15 Ac. 8.76%

Tract 2 ✓

Longitude 82° 07' 30"

2,730'

Tract 5

Lease No. 244332L

Nettie Glenn Kiser Wilson, et al -

oil &amp; gas

87.50 Acres

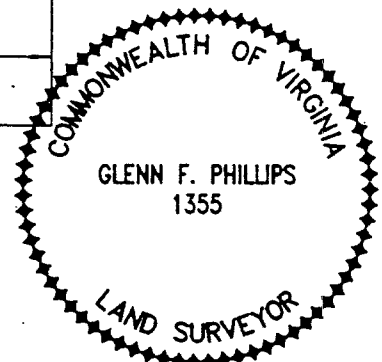
Clinchfield Coal Company /

Pyxis Resources Company - coal

Gas 2.03 Ac. 3.45%

CBM  
VC-1853N 57°17'43" E  
391.84'S 32°36'27" W  
165.69'

1600'

Well elevation determined by GPS  
survey from monument Hatchet

Area of Unit = 58.77 Ac.

Well Coordinates: (VA St. Plane S. Zone,  
Calculated from CCC coordinates)  
N 275,817 E 932,725Well Coordinates: (Clinchfield Coal Co.)  
S 23,969.44 E 65,973.58

## WELL LOCATION PLAT

COMPANY Equitable Production Company WELL NAME AND NUMBER VC-1853  
 TRACT NO. Le. No. 243912L ELEVATION 2495.95 QUADRANGLE Duty  
 COUNTY Russell DISTRICT Castlewood SCALE 1" = 400' DATE 3-31-2000

This Plat is a new plat x; an updated plat     ; or a final location plat     

+ Denotes the location of a well on United States topographic Maps, scale 1 to 24,000, latitude and longitude lines being represented by border lines as shown.

Licensed Professional Engineer or Licensed Land Surveyor

**EXHIBIT "B"**  
**VC-1853**  
**REVISED 06/15/00**

BOOK **514** PAGE **108**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
<u>Gas Estate Only</u>				
1	Nancy E. Counts Estate c/o Mildred Miller 15349 Skyland Avenue Bristol, VA 24202	Leased-EPC 243912L01	20.317500%	11.9400
	Tressa K. Patrick, Single Route 2 Box 282 Rustburg, VA 24588	Leased-EPC 243912L02	1.015875%	0.5970
	Cecil L. Kiser & Julie A. Kiser, H/W 2133 Summers Avenue Streetsboro, OH 44241	Leased-EPC 243912L03	10.158750%	5.9700
	Wilma Johnson Porter & Dale C. Porter, Jr., W/H Route 2 Box 282 Rustburg, VA 24588	Leased-EPC 243912L04	1.015875%	0.5970
	Alice B. Keen, Widow 4741 Showalter Rd NW Roanoke, VA 24017	Leased-EPC 243912L05	5.079375%	2.9850
	Leon Kiser & Janice Kiser, H/W 315 Hill Road Bristol, TN 37620	Leased-EPC 243912L06	4.063500%	2.3880
	Gaynell Johnson Sampson & Carl Edward Sampson, W/H Route 3 Box 628 Rustburg, VA 24588	Leased-EPC 243912L07	1.015875%	0.5970
	Diana D. Kiser, Widow Route 4 Box 654 North Tazewell, VA 24630	Leased-EPC 243912L08	10.158750%	5.9700
	Samuel J. Breeding Jr. & Betty Sue Breeding, H/W P O Box 293 Grundy, VA 24614	Leased-EPC 243912L09	5.079375%	2.9850
	Lillian B. Crane & Percy V. Crane, W/H 6380 Virgil H Goode Hwy Rocky Mount, VA 24151-3384	Leased-EPC 243912L10	5.079375%	2.9850
	Edith K. Wockenfuss & David E. Wockenfuss, W/H 207A 12th Street Clermont, FL 34711	Leased-EPC 243912L11	4.063500%	2.3880
	Freddy Johnson & Darlene Johnson, H/W P O Box 503 Montvale, VA 24122	Leased-EPC 243912L12	1.015875%	0.5970

**EXHIBIT "B"**  
**VC-1853**  
**REVISED 06/15/00**

BOOK **514** PAGE **109**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Sharon Dickson, Single 295 Bethel Dr #39 Bristol, TN 37620	Leased-EPC 243912L13	1.354500%	0.7960
	Dorothy C. Kiser, Widow Attn: Larry Kiser P O Box 1565 Bristol, TN 37621	Leased-EPC 243912L14	4.063500%	2.3880
	Ruby Marie Breeding Johnson & William C. Johnson, W/H 5519 Chenault Ave Orlando, FL 32839	Leased-EPC 243912L15	1.693125%	0.9950
	Blaine Owens & Robin M. Owens, H/W 103 Jefferson Drive Bristol, VA 24201	Leased-EPC 243912L16	1.354500%	0.7960
	Deborah L. Tomlinson & Terry L Tomlinson, W/H 132 North Clay St Coldwater, MI 49036	Leased-EPC 243912L17	1.693125%	0.9950
	Larry D. Breeding & Kathy A. Breeding, H/W 1050 Granger Drive Jacksonville, FL 32221	Leased-EPC 243912L18	1.693125%	0.9950
	Lana O. Duty & Sonny D. Duty, W/H 5950 Valley Road Springfield, TN 37172	Leased-EPC 243912L19	1.354500%	0.7960
2	Pittston Company c/o Pine Mountain Oil & Gas, Inc. Attn: Richard Brillhart P. O. Box 5100 Lebanon, VA 24226	Leased-EPC 241490L 01 T-483	8.760000%	5.1500
3	Pittston Company c/o Pine Mountain Oil & Gas, Inc. Attn: Richard Brillhart P. O. Box 5100 Lebanon, VA 24226	Leased-EPC 241490L 01 T-430	3.630000%	2.1300
4	Pittston Company c/o Pine Mountain Oil & Gas, Inc. Attn: Richard Brillhart P. O. Box 5100 Lebanon, VA 24226	Leased-EPC 241640L01 T2-177	2.890000%	1.7000
5	Nettie G. Kiser Wilson, Widow P. O. Box 294 Cleveland, VA 24225	Leased-EREC 244332L 01	0.063889%	0.0376
	Roland Delmer Kiser, Single P. O. Box 194 Cleveland, VA 24225	Unleased	0.063889%	0.0376

**EXHIBIT "B"**  
**VC-1853**  
**REVISED 06/15/00**

BOOK **514** PAGE **110**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
✓	Ruby Ethel Kiser Estate c/o Kennie O'Dell Kiser P O Box 62 Cleveland, VA 24225	Leased-EREC 244332L 09	0.063889%	0.0376
✓	Kennie O'Dell Kiser & Thelma Kiser, H/W P. O. Box 62 Cleveland, VA 24225	Leased-EREC 244332L 11	0.063889%	0.0376
✓	Alma Simerly, Widow P. O. Box 1624 Honaker, VA 24260	Leased-EREC 244332L 15	0.063889%	0.0376
✓	Delphia Wilson & Roy Lee Wilson, W/H HC 4 Box 304 Bee, VA 24217	Leased-EREC 244332L 29	0.009127%	0.0054
✓	Alden Wilson & Ella Wilson, H/W 1335 E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.009127%	0.0054
✓	Curtis Wilson & Connie Wilson, H/W 1335 E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.009127%	0.0054
✓	Lonnie Wilson & Pam Wilson, H/W 462 Jolly Road Lexington, NC 27292	Unleased	0.009127%	0.0054
✓	Giles Wilson & Charlotte Wilson, H/W Route 1 Box 338 Cleveland, VA 24225	Unleased	0.009127%	0.0054
✓	Johnny Lee Rosenbaum, Single 1730 Clifton Road Bristol, TN 37621	Unleased	0.003042%	0.0018
✓	Joe Canter Address Unknown	Unleased	0.003042%	0.0018
✓	Alicia Rosenbaum, single 18484 Woodland Hills Road Abingdon, VA 24210	Unleased	0.003042%	0.0018
✓	Wanda Loudermilk Jones 995 E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.002282%	0.0013
✓	Carolyn Rinehart & Richard Rinehart, W/H 1656 Pricipia Road Port Deposit, MD 21904	Unleased	0.002282%	0.0013

**EXHIBIT "B"**  
**VC-1853**  
**REVISED 06/15/00**

BOOK 514 PAGE 111

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Sharon Jones & Bobby Jones, W/H 995 E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.002282%	0.0013
	Randall Head & Teresa A. Head, H/W 1279 Old Elk Neck Road Elkton, MD 21921	Unleased	0.002282%	0.0013
	Dallas Brooks Kiser, Single Star Route Box 25 Cleveland, VA 24225	Leased-EREC 244332L 13	0.383333%	0.2256
	Ama Kiser Vance, Widow Route 1 Box 427 Bluefield, VA 24605	Unleased	0.047917%	0.0282
	James Kiser & Christine Kiser, H/W 719 St. Paul Street Newport News, VA 23605	Unleased	0.047917%	0.0282
	Nellie Kiser Wells, Single Address Unknown	Unleased	0.047917%	0.0282
	Lila Elizabeth Kiser, Single 2416 Lamberts Avenue Richmond, VA 23234	Unleased	0.047917%	0.0282
	Margaret Marie Kiser Heirs Address Unknown	Unleased	0.047917%	0.0282
	Elaine Craft Heirs Address Unknown	Unleased	0.047917%	0.0282
	William Arthur Kiser & Sylvia Kiser, H/W 421 Beauregard Drive Chesapeake, VA 23322	Unleased	0.047917%	0.0282
	Woodrow Childs, Widower Address Unknown	Unleased	0.047917%	0.0282
	Delphia Musick Ball, Widow P O Box 58 Davenport, VA 24239	Leased - EREC 244332L 30	0.034848%	0.0205
	Willard Wilson, Single Route 2 Box 332 Cleveland, VA 24225	Leased-EREC 244332L 12	0.034848%	0.0205
	Thurman Musick P O Box 1392 Lebanon, VA 24266	Leased-EREC 244332L 10	0.034848%	0.0205
	Betty Musick, Widow Route 2 Box 167 Cleveland, VA 24225	Leased-EREC 244332L 14	0.034848%	0.0205



**EXHIBIT "B"**  
**VC-1853**  
**REVISED 06/15/00**

BOOK **514** PAGE **112**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Thelma Musick, Widow Address Unknown	Unleased	0.034848%	0.0205
	Elwood Musick, Single 15177 Douglas Street Culpeper, VA 22701	Leased - EREC 244332L 31	0.034848%	0.0205
	Ina Musick, Widow 667 Hunting Hill Road Piney Flats, TN 37686	Unleased	0.034848%	0.0205
	Hubert Musick & Jo Anne Musick, H/W P. O. Box 202 Honaker, VA 24260	Leased-EREC 244332L 18	0.034848%	0.0205
	Dorothy Johnson, Single Route 4 Box 177-B Lebanon, VA 24266	Leased-EREC 244332L 16	0.034848%	0.0205
	Scarlet Baker & Henry Baker, W/H P. O. Box 2374 Lebanon, VA 24266	Leased-EREC 244332L 27	0.006970%	0.0041
	Sparker Floyd Musick & Dolly Musick, H/W 17085 Brumley Gap Road Abingdon, VA 24210	Leased-EREC 244332L 28	0.006970%	0.0041
	Raymond Musick & Patsy Musick, H/W Box 1245 Stewart, VA 24171	Unleased	0.006970%	0.0041
	Samuel Musick & Linda Musick, H/W 1085 Bellamy Lane Portsmouth, OH 45663	Unleased	0.006970%	0.0041
	Patrick F. Musick 21105 Currie Warren, MI 48091	Leased-EREC 244332L 22	0.003485%	0.0021
	Keith A. Musick 21105 Currie Warren, MI 48091	Leased-EREC 244332L 22	0.003485%	0.0021
	Mildred Kendrick & Claude Kendrick, W/H Address Unknown	Unleased	0.005808%	0.0034
	Edith Matson, Widow 5678 SR 133 Batavia, OH 45103	Unleased	0.005808%	0.0034

**EXHIBIT "B"**  
**VC-1853**  
**REVISED 06/15/00**

BOOK **514** PAGE **113**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Sally Musick, Widow Route 1 Box 710 Cleveland, VA 24225	Leased-EREC 244332L 17	0.005808%	0.0034
	Cecil Musick & Irene Musick, H/W Route 2 Box 114 Cleveland, VA 24225	Leased-EREC 244332L 07	0.005808%	0.0034
	James H. Musick & Annie Bea Musick, H/W Route 2 Box 76B Cleveland, VA 24225	Leased-EREC 244332L 08	0.005808%	0.0034
	Fred Musick & Allie Musick, H/W Address Unknown	Unleased	0.005808%	0.0034
	Velva Kiser Breeding & Clold Breeding, W/H Route 1 Box 441 Cleveland, VA 24225	Leased-EREC 244332L 23	0.383333%	0.2256
	Gladys Gilbert, Widow 8809 Portner Ave., Apt. #2 Manassas, VA 20110	Unleased	0.095833%	0.0564
	Pauline Butler, Single 334 S. Rogers Street Aberdeen, MD 21001	Leased-EREC 244332L 05	0.095833%	0.0564
	Pridemore Powers & Betty Powers, H/W 3265 Grand Avenue Abilene, TX 79675	Unleased	0.095833%	0.0564
	Maynard Powers, Deceased Address Unknown	Unleased	0.095833%	0.0564
	Bertie Counts, Widow Box 61 Castlewood, VA 24224	Leased-EREC 244332L 24	0.076667%	0.0451
	<u>Julie Kiser Heirs</u> Anita Conaway & Wayne Conaway, W/H HCR 01 Box 409 Birchleaf, VA 24225	Leased-EREC 244332L 19	0.038333%	0.0226
	Donnie Kiser & Diann Kiser, H/W P. O. Box 72 Lawndale, NC 28090	Leased-EREC 244332L 26	0.038333%	0.0226
	Maudie Stevens, Single HCR 01 Box 405 Birchleaf, VA 24220	Leased-EREC 244332L 20	0.076667%	0.0451

**EXHIBIT "B"**  
**VC-1853**  
**REVISED 06/15/00**

BOOK **514** PAGE **114**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
Donald Kiser, Single Star Route Box 38 Cleveland, VA 24225		Leased-EREC 244332L 21	0.076667%	0.0451
Vadie Blankenship & Edwin Blankenship, W/H 26934 Watauga Road Abingdon, VA 24211-7356		Unleased	0.076667%	0.0451
Anne J. Campbell, Widow Route 1 Box 42 Cleveland, VA 24225		Leased-EREC 244332L 03	0.127778%	0.0752
Delphia Combs, Widow General Delivery Cleveland, VA 24225		Leased-EREC 244332L 04	0.127778%	0.0751
Inas Counts, Widow P. O. Box 2995 Lebanon, VA 24266-2995		Leased-EREC 244332L 02	0.127778%	0.0751
Elsie Mae Kiser Counts, Widow Route 2 Box 70 Cleveland, VA 24225		Leased-EREC 244332L 25	0.38333400%	0.2256
<b>TOTAL GAS ESTATE</b>			<b>100.000000%</b>	<b>58.7700</b>
Percentage of Unit Leased			99.032787%	
Percentage of Unit Unleased			0.967213%	
Acreage in Unit Leased				58.2009
Acreage in Unit Unleased				0.5691

EXHIBIT "B"  
VC-1853  
REVISED 06/15/00

INTEREST BOOK 514 PAGE 115  
WITHIN GROSS  
UNIT ACREAGE  
IN UNIT

TRACT	LESSOR	LEASE STATUS	INTEREST WITHIN UNIT	GROSS ACREAGE IN UNIT
<u>Coal Estate Only</u>				
1	Pittston Company c/o Clinchfield Coal Company Attn: Steve Smith P. O. Box 7 Dante, VA 24237	Leased-EPC 241640I T2-177	81.270000%	47.7600
2	Pittston Company c/o Clinchfield Coal Company Attn: Steve Smith P. O. Box 7 Dante, VA 24237	Leased-EPC 241490L T-483	8.760000%	5.1500
3	Pittston Company c/o Clinchfield Coal Company Attn: Steve Smith P. O. Box 7 Dante, VA 24237	Leased-EPC 241490L T-430	3.630000%	2.1300
4	Pittston Company c/o Clinchfield Coal Company Attn: Steve Smith P. O. Box 7 Dante, VA 24237	Leased-EPC 241640L T2-177	2.890000%	1.7000
5	Pittston Company c/o Clinchfield Coal Company Attn: Steve Smith P. O. Box 7 Dante, VA 24237	Leased-EPC 244792L TC-214	3.450000%	2.0300
TOTAL COAL ESTATE			100.000000%	58.7700
Percentage of Unit Leased			100.000000%	
Percentage of Unit Unleased			0.000000%	
Acreage in Unit Leased				58.7700
Acreage in Unit Unleased				0.0000

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF RUSSELL COUNTY, 9-7, 2000. This deed was this day presented in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 4:11 o'clock P M, after payment of \$        tax imposed by Sec. 58.1-802.

Original returned this date to:

Diane Davis

TESTE: DOLLIE M. COMPTON, CLERK  
BY: Jennifer Kendrich D. CLERK